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January 2, 2024

VIA: ELECTRONIC FILING

Mr. Adam J. Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket 20230094; Petition by Peoples Gas System, Inc. for Approval of Special Contract with Tampa Port Authority.

Dear Mr. Teitzman:

Attached for electronic filing, in accordance with the Commission's order approving special contract issued on November 20, 2023, is a conformed copy of the fully executed special contract between Peoples Gas System, Inc. and the Tampa Port Authority.

Thank you for your assistance in connection with this matter.

Sincerely,



Virginia Ponder

VLP/ne
Attachment

cc: Oakley Ward, oward@psc.state.fl.us
Suzanne Brownless, sbrownle@psc.state.fl.us
Norberto Sanchez, nsanchez@tampaport.com



Gas Service Agreement

No. Q6UJ9A03E2N9

Business Partner Name (Customer) TAMPA PORT AUTHORITY		Phone (813) 241-1701	Cell Phone (813) 955-5007	E-mail nsanchez@tampaport.com
Service Address 6807 Lakeview Center Drive		City Tampa	State FL	Zip 33619
Doing Business As (DBA) Port Tampa Bay		City Limits (Enter Yes or No)	County Name Hillsborough	
Mailing Address 1101 Channelside Drive.		City Tampa	State FL	Zip 33602
Contact Name Norberto Sanchez		Phone (813) 241-1701	E-mail nsanchez@tampaport.com	
Federal ID 59-6001256	Tax Exempt (Yes or No)	Date Service Line Requested 04/01/2023	Date Gas Service Requested 04/01/2023	
Field Contact Name Eric Nash		Phone (850) 417-0845	E-mail enash@blackwatercsllc.com	

SALES INSTRUCTIONS/REMARKS

SERVICE TYPE

Commercial service to generator	Main (Enter On or Off)	On
	New (N), Added Load (AL), Conversion (Co)	N
	Reactivate (RA)	Manifold (MA)
	Residntl (R), Commrl (C) Industrial (I)	C
	Rate Class	CS-SG
	Map #	

QTY.	APPLIANCE TYPE	PEAK HR DEMAND CF/H	ANNUAL THERMS PRESENT	ADDITIONAL	PRESSURE AT EQPT.	FINANCIAL INFORMATION	OTHER SERVICES
1	GE	3000			2 lb	Gas Deposit \$125.92	WH Billing Prog
						Turn-on Charge \$100.00	Conversion Bill
						Aid to Construction (Non-Refundable) \$0.00	Other 600000001142
						Construction Deposit	Other
						Prepayment	Other
						Balance Due \$225.92	Other
DEALER INFORMATION (if applicable)							
Dealer Name							
Dealer Phone						Alt Phone	
Services to be provided by Dealer							
TOTAL		3000		500			

TO BE COMPLETED BY PGS ONLY

Meter Size	Regulator Size	BP#	1100876042	CA#
System Pressure	Delivery Pressure	Premise#	7001722523	Install#
Conversion Propane Company		Meter#		Project#
				02239999

REMARKS PHILLSBORO, PG0801MS, CO: 8001448442, DL: 9001998179, N: 5000323764

I have read all of the terms and conditions on the second page and agree to them.

<u>Paul Anderson</u>	<u>Frank Hernandez</u>	20426
Business Partner/Customer Signature	Sales Rep Signature	Sales Rep ID #
<u>A. Paul Anderson</u>	<u>Frank Hernandez</u>	<u>12/11/2023</u>
Business Partner/Customer Printed Name	Sales Rep Printed Name	Date

PGS CUSTOMER SERVICE CONTACT DURING INSTALLATION OF GAS SERVICE

PHONE #: 1-877-832-6747

NATURAL GAS SERVICE TERMS AND CONDITIONS:

The applicant named on the first page hereof ("Customer") makes application to Peoples Gas System, Inc. ("Company") for natural gas service under the rate classification indicated on the first page hereof according to the following terms and conditions in consideration of the Company's agreement to deliver natural gas to Customer pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission. Gas is to be delivered to Customer at the outlet side of the Company's gas meter serving the premises indicated on the first page hereof, such meter and service line there to be installed and operated by the Company, and, if located on Customer's property, the site therefor to be furnished free of charge by Customer.

The Company and its representatives are hereby authorized to enter upon and install on Customer's property any required gas meter or meters and gas pipe for furnishing gas to said address, and to ditch, lay, or otherwise install pipe as is required outside the building(s). The gas pipe from the Company's gas system to and including said meter or meters shall be owned, operated, and maintained by the Company, with a right of ingress and egress thereto for a period of 40 years, hereby granted to the Company for such purposes. At the expiration of the 40-year period, such ingress and egress right granted to the Company shall automatically extend, in one year intervals, concurrent with the 12 month renewal term of this agreement. If Customer terminates this agreement, the ingress and egress rights granted to Company shall terminate, however, Company shall have ingress and egress rights, for a reasonable period of time, for the purpose of Company capping and abandoning the pipe that is the subject of this agreement. Installation of Company's facilities may require that Company be granted an easement. All gas pipe, from the outlet side of said meter or meters, shall be owned, operated, and maintained by Customer at its sole cost and risk.

Customer shall receive and pay for all gas delivered to Customer according to the applicable provisions of Company's Tariff and the applicable rules and regulations of the Florida Public Service Commission. Any gas delivered to Customer at any other delivery point is also subject to the terms and conditions hereof. No oral statement shall change the term of this obligation. A customer receiving gas service under the residential or commercial standby generator tariff rate shall be obligated to remain on that schedule for 12 months. This 12-month requirement shall be renewed at the end of each 12-month period unless Customer terminates gas service at the end of any 12-month period.

If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

UNDERGROUND FACILITIES:

Prior to construction of gas pipeline, it is extremely important that the Company be made aware of existing underground obstacles, sprinkler systems, septic tanks, sewer lines, or structures, etc., located on Customer's property which may be damaged as a result of installation of the gas pipeline. Customer shall be responsible for marking and/or locating any underground facilities that may be on Customer's property that do not belong to local utilities (Power, Telephone, Water, Cable TV companies, etc.). To the extent permitted by law, Customer agrees to indemnify and hold Company harmless for any damages arising out of Customer's failure to do so.

GENERAL TERMS AND CONDITIONS APPLICABLE TO NATURAL GAS SERVICE:

This agreement is not assignable or transferable by Customer without prior written consent by the Company.

IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR INCOME, LOSS OF PRODUCTION, RENTAL EXPENSES FOR REPLACEMENT PROPERTY OR EQUIPMENT, DIMINUTION IN VALUE OF REAL PROPERTY, EXPENSES TO RESTORE OPERATIONS, OR LOSS OF GOODS OR PRODUCTIONS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer understands and acknowledges that the dealer (if any) identified on the first page of this document ("Dealer") is not affiliated in any way with the Company and has not been engaged by the Company as a contractor or subcontractor. The Company assumes no responsibility whatsoever for any acts or omissions of, or any services or goods provided by, such Dealer.

This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

This agreement shall be governed by the laws of the State of Florida without regard to principles of conflicts of laws.

This agreement contains the entire understanding between the parties hereto and supersedes any written or oral, prior or contemporaneous agreement or understanding between the parties.

NOTE: I acknowledge installation of the required gas line will not be scheduled until the required easement is signed by the landowner and received by Peoples Gas System, Inc. _____ (customer initials)

Paul Anderson
Customer - Authorized Signature

Name
A. Paul Anderson
Title
Port President and CEO
December 11, 2023

Approved as to Form and Content this 18th day of December, 2023.

Charles E. Klug, Jr.
Port Counsel

PB